



**SALINA HUMAN
RELATIONS**

Landlord & Tenant Handbook

For the State of Kansas

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www.human.salina.org

RIGHTS AND RESPONSIBILITIES OF LANDLORDS AND TENANTS IN THE STATE OF KANSAS

The Salina Human Relations Department is pleased to present this
Handbook for Kansas Landlords and Tenants

We hope this publication will inform residential landlords and tenants of their rights and responsibilities.

**This handbook is offered as a guide.
Specific questions should be directed to an attorney.**

SALINA HUMAN RELATIONS COMMISSION

Mission Statement

“The mission of the Salina Human Relations
Commission is to eliminate
discrimination and to establish
equality and justice for all persons
within the City of Salina
through civil rights enforcement,
advocacy and education.”

SALINA HUMAN RELATIONS DEPARTMENT

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THIS HANDBOOK AND THE KANSAS RESIDENTIAL LANDLORD AND TENANT ACT COVER THE FOLLOWING

TENANT is defined as a person entitled under a rental agreement to occupy a dwelling unit to the exclusion of others.

LANDLORD is defined as the owner of the dwelling unit, or the building of which it is a part, and it also means a manager of the premises.

OWNER is defined as one or more persons, jointly or severally, in whom is vested: (1) all or part of the legal title to property or (2) all or part of the beneficial ownership and a right to prevent use and enjoyment of the premises.

THIS HANDBOOK AND THE KANSAS RESIDENTIAL LANDLORD AND TENANT ACT DO NOT COVER

- COMMERCIAL rental agreements.
- Residential agreements involving the following:
 - a) Residence in an INSTITUTION;
 - b) Dwelling units under contract to be sold;
 - c) Occupancy by a member of a fraternal or social organization in one of its properties;
 - d) Short-term occupancy in a hotel, motel or rooming house;
 - e) Occupancy is conditional upon employment; (Tenant=Employee and Landlord=Employer)
 - f) Occupancy by condominium owners, or lease-holders in a cooperative; and
 - g) Premises used primarily by the occupant for agricultural purposes.

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BEFORE YOU RENT

LANDLORDS

- It is important to treat everyone who contacts you equally. You should rent the dwelling to the first person who meets your criteria and standards. A recommendation would be to have an application form on which the potential tenants list employment or source of income, personal references, and previous landlord references.

See example of RENTAL APPLICATION FORM page 23

- It is also important to know who will live in the unit. As a landlord, you must follow the City of Salina occupancy code. More information is available at www.human.salina.org, or you can contact the City of Salina's Building Services Department at 785-309-5715 if you have any questions.
- It is a good idea to ask the number of vehicles owned by your potential tenant. That way you can determine whether or not you have suitable parking arrangements. You may also ask the applicant to provide you with the vehicle tag number(s).
- As long as you are consistent in your application procedure and treatment of all who apply for your rental, your application procedures will support your acceptance or rejection of the applicant. If you reject an application on the basis of credit, you can tell them where that reference came from and give them a chance to correct any bad information that you may have received.
- Application Fee: if you regularly use an application form and you incur actual expenses such as charges for checking references through a credit bureau, you can charge your potential tenants a nonrefundable application fee.

You cannot reject an application on the basis of race, color, sex, religion, national origin, familial status (being pregnant or having children), disability, sexual orientation or gender identity.

TENANTS

- To find rental property check the newspaper, Buyer's Guide, Internet, real estate brokers, community bulletin boards, and/or drive through neighborhoods and look for property that is available for rent.
- See the RENTERS CHECKLIST sample form page 21
- Most landlords will request that you fill out a rental application, see sample on page 23.
- If you are a person with a disability, you may ask for an accommodation to the application process.

Written or verbal discriminatory questions are not allowed. For example, questions about your race, color, sex, disability, ancestry, religion, national origin, familial status, sexual orientation and gender identity are not allowed.

RESPONSIBILITIES WHEN YOU RENT

LANDLORDS

- Comply with city/county building/housing codes, as well as the Kansas Residential Landlord and Tenant Act.
- Maintain common areas of the building and the grounds outside which are open to all tenants, such as hallways, parking lots, laundry rooms, etc.
- Supply heat during the winter months.
- Make sure there is an adequate supply of hot water and cold running water.
- Maintain all electrical, plumbing, sanitary, heating and ventilation systems in good and safe working order.
- Provide working smoke detectors.
- Maintain all appliances that are provided with the property.
- Make sure trash removal is available.
- Allow tenants to contract for services with telephone and cable.
- Allow reasonable accommodations and/or reasonable modifications for people with disabilities.

TENANTS

- Pay the rent on time.
- Keep the unit and yard clean and free of debris.
- Do not have more people living in the unit than agreed to with the landlord.
- Pay utilities on time (if they are your responsibility).
- Let your landlord know if you will be away from the unit for an extended period of time.
- Report to the landlord any accidents or damage to the property immediately.
- Follow all pet policies.
- Do not substantially change the property without permission from the landlord.
- You are responsible for the behavior of friends and family while they are on the property.
- Be a good neighbor.

ROOMMATES

Choose carefully! When two or more people decide to share a place and enter into a rental agreement together, they take on certain legal responsibilities. When roommates are parties to a rental agreement, they are usually legally obligated, both individually and as a group, to fully perform the terms of the rental. This means if roommates leave during rental terms, they are still liable for their share of expenses. However, the remaining roommates may well be expected to pay the entire rent and utility bills or face eviction.

Roommates have legal responsibilities to each other. They usually agree, preferably in writing, on what bills will be shared, in what way they will be shared, and what rights each has regarding use of the place. Although roommates usually agree to share utility costs, utility companies typically require the account

be in one person's name. That person must then collect payment from roommates for their shares of the bill.

Does the lease have a provision for the replacement of tenants if problems arise among roommates and someone moves out? Permission from the landlord is typically requested or required before a new person can move in, and a prospective tenant should expect to apply and be screened. If accepted, the new roommate should be added to the lease.

Financial disputes between roommates can be settled in small claims court. For more information about small claims court, visit www.human.salina.org.

RENTAL AGREEMENT

- A rental agreement between the tenant and landlord can be written or verbal. A rental agreement can be from month-to-month or for a specific long-term period such as six months or a year.
- In all cases, whether or not there is a written agreement, the landlord and tenant are subject to the laws of the state of Kansas and any ordinance of the City of Salina.
- Verbal rental agreements are considered to be month-to-month agreements unless you specify otherwise (every two weeks or week-to-week.)
- A written agreement can make the rental relationship clear and concise. Both landlords and tenants know what is expected of them with a written agreement.
- Unless otherwise specified, the rent due date is assumed to be the first of the month. To protect both parties against misunderstanding, be sure to indicate the appropriate rent due date in the agreement, and on the rent receipt, check or money order. Landlords should provide a written receipt. Tenants should always request a written receipt.
- If a tenant moves in during the middle of a rent term, the landlord may pro-rate the rent for the first month, indicating what dates were covered.
- The written rental agreement should include at least:
 - a. Name and address of the owner or person authorized to manage the property.
 - b. Telephone number(s) for landlord and maintenance personnel.
 - c. Name(s) of all tenant(s) and address.
 - d. Emergency name and contact information for the tenant.
 - e. Check list of services and the responsible party.
 - f. Terms of the agreement (month-to-month, six months, etc.)
 - g. Rental amount and due date.
 - h. Any late fee policy (if applicable).
 - i. Security deposit:
 - Unfurnished apartments/homes cannot be more than one month's rent.
 - For furnished apartments/home, no more than 1½ month's rent can be charged.
 - A one-time charge for a pet deposit can be up to an extra half-month's rent.
 - The Kansas Residential Landlord and Tenant Act states that the SECURITY DEPOSIT cannot be used as rent payment for the last month.
 - A landlord may ask for first and last month's rent in addition to a security deposit.

- j. Special prohibitions (pet, water bed, smoking, etc.)
- k. Spaces for landlord and tenant(s) signatures and date signed.
- Within 5 days of the initial date of occupancy or upon delivery of possession, the landlord, or the landlord's designated representative, and the tenant should jointly inventory the premises. A written record detailing the condition of the premises and any furnishings or appliances provided should be completed. Both parties should sign the inventory and both should receive a copy. See the UNFURNISHED PREMISES INVENTORY sample form. If at all possible, take pictures of any damages you see even if the landlord says it will be replaced or repaired.
- Tenant(s) should not sign an unclear rental agreement; landlords should answer all relevant questions.
- If the apartment/house is shared (roommate), it is recommended to have separate rental agreements. If that cannot be done, it is best if all responsible parties sign the rental agreement.
- The tenant should receive a copy of the completed rental agreement.

See the RENTAL AGREEMENT sample form page 24

RULES AND REGULATIONS

In addition to the rental agreement, a landlord may have a list of rules and regulations. The landlord is required to notify the tenant before the rental agreement begins. The tenant should examine all rules carefully and decide if they are compatible with his/her lifestyle. While there is no limit to the number of rules, Kansas law does limit their purpose. All rules must be designed either to benefit the tenants or protect the landlord's property. They must be clear and they cannot be for the purpose of allowing the landlord to avoid his legal responsibilities. Rules must apply equally to all tenants.

If a landlord wants to change or add any rules during the course of your rental agreement, the tenant(s) will be bound by them only if the tenant voluntarily agrees to them in writing. Otherwise, the landlord should give notice of the new rules when rental agreements renew.

With a month-to-month arrangement, each new month is like a new lease; therefore, the new rules would take effect after a 30-day written notice in advance of a rent date whether tenant(s) agrees or not.

RENTERS' INSURANCE

Renters insurance may be the most overlooked by consumers. Landlords have insurance, but ONLY for the building; they are not responsible for protecting the renter's property.

Renters insurance, to insure your personal belongings, is available to anyone living in rented housing. Rates vary depending on the amount of insurance, the area in which the apartment or house is located, and the type of structure. You should check several companies to determine which is cheapest and provides the best coverage. Check especially whether the policy covers stolen items (for example, a bicycle or items stolen from your car). Make sure that items stored in a locked storage unit (either provided by the landlord or elsewhere) are covered in your policy. Also determine the deductible amount and whether the insurance company will pay replacement value for possessions which are stolen or destroyed by fire.

The Kansas Insurance Commissioner's office has information about companies doing business in Kansas and comparable insurance rates. Phone: 800-432-2484 or TDD 877-235-3151.
Website: www.ksinsurance.org

SALES AND FORECLOSURES

SALES – When a rental agreement is in place and the property is sold, the landlord must provide written notification to the tenant of the sale of the property. The tenant should contact the new owner immediately for clarification of new terms, including but not limited to the security deposit.

FORECLOSURES – When the property is foreclosed, in most circumstances, it also ends your lease. The foreclosure wipes out your agreement. Sadly, it doesn't matter if a tenant still had 10 months left on the long-term rental agreement, it's done.

Fortunately, that doesn't necessarily mean tenant(s) have to leave immediately. The new owner is still required to give a proper notice of the lease termination. In 2009, Congress passed the Mortgage Reform and Anti-Predatory Lending Act in the wake of the sub-prime mortgage crisis, which now typically requires 90 days notice.

RENT AND LATE FEES

Landlords may require that you pay the rent in a specific way as long as they have a policy in place that treats everyone the same. Some landlords may not accept personal checks or cash; some may want only money orders or cashier's checks, etc. In any case, tenants should always pay rent on time and request a written receipt signed by the landlord.

Landlords may charge a 'late fee' if tenants pay their rent late, as long as it was included in the rental agreement and as long as that option is available to all tenants. If landlords want to add the ability to charge late fees, a 30-day written notice in advance of a rent date would be required in a month-to-month tenancy. Landlords would have to wait until renewal time to start charging late fees when a long-term rental agreement is in place.

NOTE: Landlords are not required to allow tenant(s) to pay rent late. A landlord has the right to give a three-day notice to a tenant who does not pay the rent on time.

SMOKE DETECTORS

The City of Salina's use and occupancy regulations indicate that every dwelling unit shall be provided with operable smoke detectors.

- The landlord shall install smoke detectors as required by the City of Salina Code.
- The landlord shall post written instructions for the testing and maintenance of the smoke detector(s).
- The tenant shall be responsible for periodically testing the unit's smoke detector(s).
- It is a good practice for tenants to change the batteries in the smoke detector(s) when they reset their clocks for daylight savings time. (spring and fall)
- If the smoke detector(s) fails, the tenant shall immediately deliver a written notice of the failure to the landlord.

- The landlord shall replace or repair the defective detector within ten days from the date of the written notice.
- The landlord shall not be responsible if the tenant removes a battery from a smoke detector.

LEAD-BASED PAINT REGULATIONS

Many houses and apartments built before 1978 have paint that contains lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.

Federal law requires that individuals receive certain information before renting or buying housing built before 1978.

To comply with federal law, landlords must disclose known information on lead-based paint and lead-based paint hazards before the rental agreement takes effect. Agreements must include a disclosure form about lead-based paint.

Sellers must disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure form about lead-based paint. Buyers have up to ten days to check for lead hazards.

Under federal law, property owners must provide a disclosure statement regarding lead-based paint and potential lead hazards in housing built before 1978.

Copies of the pamphlet and disclosure form may be obtained FREE by calling The National Lead Information Clearinghouse at (800) 424-LEAD. Copies may also be obtained on the Internet at www.epa.gov/lead/pubs/leadpdfs.pdf or www.unleadedks.com. HCCI's Model Lease includes an approved disclosure form.

The National Lead Information Center (NLIC) provides information about lead hazards and their prevention.

Contact the National Lead Information Center to receive a general information packet, to order other documents, or for detailed information or questions.

By Phone: Call **1-800-424-LEAD [5323]** from 7 a.m. to 5 p.m. Monday through Friday (except federal holidays).

By Recorded Message: The NLIC telecommunications systems receives recorded messages in English and Spanish 24 hours a day, seven days a week at **1-800-424-LEAD [5323]**.

You may also contact the City of Salina Human Relations Department for a pamphlet.

See the DISCLOSURE OF INFORMATION ON LEAD BASED PAINT form page 22

MOLD CONTAMINATION

Kansas Department of Health and Environment officials say to be concerned about mold but not alarmed. The key to mold control is moisture control. If mold is a problem in a dwelling, you should clean up the mold promptly and advise your landlord that there is a plumbing problem. You can keep informed about this issue and the most current information available by going to the following websites:

Environmental Protection Agency – www.epa.gov/mold/moldguide.html

Center for Disease Control – www.bt.cdc.gov/disasters/mold/protect.asp

You may also contact the City of Salina Human Relations Department for a pamphlet.

REMEDIES FOR COMPLAINTS AND CONCERNS

LANDLORDS

3-DAY NOTICE FOR NONPAYMENT OF RENT TO TENANT

If a tenant is behind in rent, a 3-Day (72 hours) notice can be given. Kansas law has no statutory “grace period” for rent payments; so, unless your rental agreement provides a grace period, this notice can be issued when the rent becomes delinquent. This notice must state in writing that tenants have 3 days (5 days if the notice was mailed) to either pay the rent (it should say how much rent is due) or move out.

The landlord is legally required to accept the money if the tenant offers the full amount within the notice period. If the landlord agrees to a payment plan and agrees to drop or extend the time on an eviction action, it would be best to get the agreement in writing for the protection of both parties.

Always keep a copy of the 3-Day Notice for your files.

See sample 3-DAY NOTICE LANDLORD TO TENANT form page 29

14/30-DAY NOTICE OF TENANT NONCOMPLIANCE

A 14/30-Day Notice can be given to the tenant as long as the landlord clearly states the specific reason or reasons why, according with the agreement, tenants might be evicted and allows 14 days to fix the problem(s) to prevent the eviction.

Unlike the similar notice from tenant to landlord, Kansas law does not tie the Notice of Tenant Noncompliance to rent-paying dates; they can be for any 30 day period.

Always keep a copy of the 14/30-Day Notice for your files.

See sample 14/30-DAY NOTICE LANDLORD TO TENANT form page 30

30-DAY NOTICE TO QUIT TO TENANT

A 30-Day Notice to Quit is required in all month-to-month tenancies. Landlords do not have to state a reason. The key thing to remember here is that the notice must be given at least 30 days in advance of a rent-due date.

Tenants must pay the last month’s rent whether they have given or received the notice to quit.

Always keep a copy of the 30-DAY NOTICE for your files.

See sample 30-DAY NOTICE LANDLORD TO TENANT form page 31

TENANTS

TENANT NOTIFICATIONS

In order to develop a good business relationship with your landlord, you must likewise develop good business practices. One such practice is to communicate any issues, notices, requests, or actions in writing.

Make it a habit to REQUEST MAINTENANCE IN WRITING. Not only is this good business in a legal sense, but it is also good business in a practical sense. You (both landlords and tenants) can say what needs to be said the way you want to say it. And, written notes tend to keep turning up and reminding people of things, whereas mental notes are easily forgotten. On the copy, note how, when, and to whom the notice is delivered.

Always keep a copy of the request for your personal file.

See sample TENANT NOTIFICATION TO LANDLORD form page 32

Depending on the landlord and the rental agreement, phone calls can be OK for the first contact about a problem or in an emergency; but after that, calls should only be to say, "Did you get my note?" Some rental agreements require that maintenance requests be made in writing. Sometimes, as we know, phone messages do not get to the intended person.

Tenants are always required to pay their rent. Having an eviction on your record can seriously harm your ability to find future housing, regardless of who was at fault.

14/30-DAY NOTICE OF LANDLORD NONCOMPLIANCE

If the landlord continually fails to meet maintenance or contract agreements, the Kansas Residential Landlord and Tenant Act gives the tenant the right to eventually break your rental agreement. To do this, the tenant must give the landlord a written notice at least 30 days before rent due date.

The written notice should: (a) Tell the landlord exactly what repairs or other actions are needed to comply with your rental agreement or the City of Salina Minimum Housing Code. (b) State that you will be terminating your rental agreement and moving out before the next rent date UNLESS the repairs or actions are adequately taken care of within 14 days after receipt of the notice. If the problem is not fixed, or at least a "good faith effort" started, within the time you allow, then you can terminate the rental agreement and move out at the end of the rent period. Assuming you were a good tenant (paid rent on time, didn't damage the property, etc.), the landlord should not pursue you for future rent and should return your security deposit. If you give the notice and decide not to move, make your plans well known to the landlord in writing.

Always keep a copy of the 14/30-Day Notice for your personal file.

See sample 14/30-DAY NOTICE - TENANT TO LANDLORD form page 33.

30-DAY NOTICE TO QUIT TO LANDLORD

A 30-Day Notice to Quit is required in all month-to-month tenancies. Tenants' planned move-out date should be specified. Tenants do not have to state a reason. The key thing to remember here is that the notice must be given at least 30 days in advance of a rent-due date.

Tenants must pay the last month's rent whether they have given or received the notice to quit.

Always keep a copy of the 30-Day Notice to Quit for your personal file.

See sample 30-DAY NOTICE – TENANT TO LANDLORD form page 34.

LANDLORD ENTRY

Kansas law says that landlords can enter their tenant's premises for many reasons: to inspect it, to make necessary or agreed repairs, alterations, or improvements, to show it to prospective workmen, buyers, or tenants. However, landlords can enter only at reasonable times and after reasonable notice to your tenant.

"Reasonable Notice" is something both Landlords and Tenants should decide together. It is preferable to put it in writing, and be consistent. A good business procedure is to serve a written notice of entry at least 24 hours prior to your intent to enter.

"Reasonable time" is also something both parties need to work out. Because tenants are paying rent on landlords' place, tenants have the right to privacy and to decide who comes in and out.

If the landlord is selling the property, real estate agents are subject to the same rules and regulations about entering the tenant's property as the landlords.

If a tenant is having problems with landlord entry, write a letter to the landlord and explain exactly when people can and cannot come over to the unit and how much advance notice the tenant must have.

Landlords may enter the property without consent in a case of extreme emergency involving potential loss of life or severe property damage. TENANTS SHOULD NOT REFUSE "REASONABLE ENTRY" NEITHER SHOULD THEIR LANDLORDS USE THE RIGHT OF ENTRY TO HARASS TENANTS.

Always keep a copy of the 24-HOUR ENTRY NOTICE TO TENANT for your personal file.

See sample 24-HOUR ENTRY NOTICE TO TENANT form page 28

DELIVERY OF NOTICES

Kansas law generally recognizes delivery of notices when they are:

1. Hand delivered to the person or to someone over 12 years of age who lives at the person's address,
2. Posted in a conspicuous place at the person's address such as the front door, or
3. Mailed to the person's address.

EARLY TERMINATION

Peoples' circumstances do change from time to time. Suddenly and without warning, a better job may open up for a tenant out of town or tenants may have an emergency. Maybe a landlord sold his property sooner than he expected. In situations like this, both the tenant and the landlord should try to work something out.

Because a written rental agreement is a legal document, either party may consult with an attorney to understand their legal options in such instances.

EVICCTIONS

When tenants receive a 3-day or 14/30-day notice, they should discuss the process with the landlord. Forcible evictions are not in anyone's best interest.

There is only one kind of "forcible" eviction which is legal. The landlord must give the tenant a proper eviction notice, take the case before a proper court, get a judgment against the tenant, and then, if the tenant still doesn't move, wait for the sheriff to evict the tenant. All other methods are unlawful.

Unlawful methods include: locking the tenant out, taking the tenant's belongings and putting them in storage or throwing them away, shutting off the electricity, gas, water, or other essential services.

The Kansas Residential Landlord and Tenant Act is a civil law. However when a landlord acts to force a tenant out without following the proper process, the tenant can call the police, file a report, and file charges under criminal law.

RETALIATORY EVICTIONS

Kansas law says it is unlawful for any landlord to force a tenant to move out by raising the rent or decreasing the services (e.g., stop paying some of the utilities, stop doing some regular maintenance) after tenants have:

- Complained to the landlord because needed repairs are not being made; or
- Asked a governmental agency to inspect and/or complained to a governmental agency who can force the landlord to make repairs.

An important thing to remember is that, for the law to protect tenants, the tenant needs to be paid up in their rent, continue paying rent during the time of their complaints, and otherwise be a "good tenant" (keep the place clean, don't bother the neighbors, etc.). Also, if the house can't be repaired with the tenants in it, they may have to move at least temporarily.

ABANDONMENT

A rental unit may be considered abandoned if the tenant:

- Is at least 10 days late with rent, and

- Appears to have removed a substantial portion of the tenant's belongings, and
- Did not tell the landlord that he or she intended to stay.

DISPOSAL OR PERSONAL PROPERTY

Where there has been abandonment, or where the tenant has been removed as a result of an eviction action, or where a tenant has moved out but has left items of personal property at the rental unit, Kansas law says that the landlord may sell or dispose of the tenant's property if he or she does the following:

1. Hold the property for at least 30 days, giving the tenant the right to redeem if outstanding debts are settled, and
2. Puts and ad in the paper at least 15 days before getting rid of the property. No later than 7 days after the ad is published, the landlord must send a copy of the ad to the tenant at the tenant's last known address (which is an important reason for a tenant to file a change of address with the post office).

So, if the landlord is legally holding tenant's personal property, the tenant has a chance to claim the items by contacting the landlord before the 30 days are up and paying what he/she owes. This amount may include the cost of packing and storing the property, court costs, rent or other charges the tenant owed when they moved out.

DISCRIMINATION

All prospective and current tenants must be treated equally. **Federal laws extend protection from discrimination on the basis of race, sex, religion, national origin, ancestry, color, familial status, and disability. In addition, the City of Salina provides protections on the basis of sexual orientation or gender identity.**

Familial status refers to families with children under the age of 18 living with parents or legal custodians, and women who are pregnant.

A person with a disability is defined as:

- Any person who has a physical or mental impairment which substantially limits one or more of such person's major life activities (caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, working, mental and emotional processes such as thinking, concentrating, and interacting with others, etc.);
- Any person who has a record of having such an impairment; and
- Any person who is regarded as having such an impairment.

Persons Covered:

- Persons with disabilities. (see the above definition);
- Persons associated with persons with disabilities, (such as friends, family, etc.) or
- Persons regarded as having a disability.

REASONABLE ACCOMMODATIONS

A person with a disability may request a “**reasonable accommodation**” in rules, policies, practices, or services. When such accommodations may be necessary to afford such person equal opportunity to use and enjoy a rental unit, landlords must allow it.

A reasonable accommodation can be requested for every type of housing activity. Examples are:

- Application
- Screening
- Lease negotiation
- Terms and conditions
- Termination of tenancy
- Mortgage application
- Mortgage terms

Reasonable accommodations common examples are:

- Parking
- Assistive animal
- Rent payment plans
- Early termination of agreement
- Relocation to a more accessible unit
- Extension of search time for relocation

ASSISTIVE ANIMALS

Assistive animals are considered a reasonable accommodation request to “no pet” policies. A broader concept than service animal, an assistive animal can range from guide dogs to emotional support animals. Federal law does not mandate that the animal must be trained or certified and there are no restrictions on species, breeds or size.

REASONABLE MODIFICATIONS

A person with a disability can request a “**reasonable modification**” (such as installing a ramp to access a dwelling or grab bars to provide for use of the toilet, tub or shower) if such modification is necessary to afford such person full enjoyment of the premises. Landlords must allow a disabled tenant, at their own expense, to make the modification to a rental unit to make it accessible. (The landlord does have the right to insist on certain standards of workmanship and, in some cases, on restoration of the property to its original condition at move-out.)

EXCEPTION

If an apartment complex receives **federal funding**, it must make modification to be accessible to those with disabilities. The disabled tenant may, in most cases, request the management of the apartment complex to modify the unit to make it accessible without cost to the tenant.

PROCESS FOR REQUESTING REASONABLE ACCOMMODATION/ MODIFICATION

- The request can be verbal or written.
- The process to discuss the request must be done in good faith and in a fair manner.
- Can be informal.
- Must be done in a non-harassing, non-retaliatory manner.
- Confidentiality must be maintained. (Other staff members do not need to know a reason for the approval of the request.)

THE ANTI-DISCRIMINATION LAW PROHIBITS

IN ADVERTISEMENT - This applies to all housing transactions.

- To make, print, or publish or cause to be made, printed or published, any notice, statement or advertisement that indicates any preference, limitation or discrimination.
- Prohibitions in this section apply to all written or oral notices or statements made by a person engaged in the sale or rental of a dwelling.

IN THE SALE OR RENTAL - This applies to owners with four or more units.

- Refuse to rent or sell housing.
- Refuse to negotiate for housing.
- Make housing unavailable.
- Set different terms, conditions or privileges.
- Falsely deny that housing is available for inspection, sale or rental.
- For profit, persuade owners to sell or rent (blockbusting).

Fair housing laws cover the specific decision to sell or rent to certain persons or classes of people, as well as issues such as charging higher rent or establishing different requirements, conditions, or services. They cover the individuals involved as well as situations involving families or guests. They also say that legally landlords cannot threaten tenants, intimidate tenants, or otherwise retaliate against tenants if the tenant stands up for his/her rights.

DISCRIMINATION COMPLAINTS

The Salina Human Relations Department is available to assist tenants and landlords with any questions or concerns.

The Salina Human Relations Department dual files all housing complaints with the U.S. Department of Housing and Urban Development. The goal of the Department is to conduct a thorough and objective investigation and to assume an impartial role throughout the investigation.

LANDLORDS

If you receive a complaint against you:

- You may contact the Salina Human Relations Department.
- You may hire an attorney
- You may file an answer to the complaint, no later than 10 days after the notification.
- The department will attempt to reach an agreement with both parties throughout the complaint process.

- The department will provide an impartial investigation

TENANTS

If you feel your rights have been violated and you have been a victim of discrimination on the basis of race, sex, religion, national origin, ancestry, color, familial status, disability, sexual orientation or gender identity contact the Salina Human Relations Department.

If you file a complaint with the Salina Human Relations Department our office will assist:

- In the filing process.
- In notifying the alleged violator.
- In attempting to reach an agreement with both parties throughout the complaint process.
- By providing an impartial investigation.
- Note: tenants may hire an attorney at any time during the complaint process.

POSSIBLE RESULTS

- Conciliation means both parties reach an agreement.
- No Probable Cause means collected evidence did not support the allegation.
- Probable Cause means collected evidence supports the allegation

The Fair Housing Act and the City of Salina Code, Chapter 13, Equal Opportunity and Affirmative Action Ordinance, contain more detail and technical information. If you need a copy of the ordinance, contact:

Salina Human Relations Department

300 West Ash Rm. 101, Salina, KS 67401

Phone: 785-309-5745; TDD: 785-309-5747

Office Hours: Monday – Friday 8-5pm

www.human.salina.org

Notices are available for download in Spanish from our website or you may pick them up at our office.

MOBILE HOME PARKS

The Kansas Mobile Home Parks Residential Landlord and Tenant Act is patterned after the Kansas Residential Landlord and Tenant Act and applies to owners of mobile homes renting lots. Where the mobile home itself is rented, the Kansas Residential Landlord and Tenant Act (the law described in this handbook) is applicable. Most of this handbook applies to mobile home owners as well EXCEPT:

- The security deposit on a mobile home lot can be as much as two times the lot rent. Pet deposits are NOT addressed.
- The park owner is to maintain security deposits in a separate account. Payment to the tenant of interest on the account is not required.
- When a park is sold, the owners must notify each tenant in writing of the amount of the security deposit transferred to the new owners. Tenants have 20 days to dispute the amount in writing.
- A lease can be for a maximum of one year.
- When no written lease exists, 60 days' notice to terminate must be given by either party. **See 60-DAY NOTICE Form on page 35 and 36.**
- Renewable, written 30-day leases may require only 30 days' notice to terminate.
- No move-in inspection of the lot is required, but it's a good idea.
- A mobile home owner can give a 14/30-Day Notice of Landlord Noncompliance for any period. It's not tied to the rent due date as with residential tenants.
- A landlord may issue a 14/30 day notice to a tenant as long as the landlord states the specific reason or reasons why, according with the agreement, tenants might be evicted and allows 14 days to fix the problem(s) to prevent the eviction. It is not tied to the rent due date.
- Any improvements on the lot, except a lawn, made by the mobile home owner are the property of the mobile home owner and can be removed at move-out.
- A mobile home is considered abandoned if rent is more than 3 days late and the home owner is absent more than 30 days. The home owner is responsible for all past due lot rents, removal and storage costs, utilities due, and costs of serving any company that has a lien on the mobile home. Costs to the lien-holder begin accruing from the date of written notification.
- A mobile home owner on active military duty renting a lot CANNOT give 15 days' notice to terminate a month-to-month rental agreement (as residential tenants can) when transfer orders have been received. Tenancies shall be cancelled by at least 60 days written notice.

Tiedowns (anchors holding a mobile home to the ground) are required on any mobile home measuring 8' x 36' or larger that is not on a permanent foundation. Specifics on what is required and what has been approved for use in Kansas can be obtained from the Kansas Mobile Home Parks Residential landlord and Tenant Act.

RENTERS CHECK LIST

ITEMS TO REVIEW	DETAILS	YES	NO	N/A
Rent and utility costs are within my budget.	Is rent more than 40% of monthly income? (30% preferred).			
Duration of lease.	Will I be able to stay for the length of the lease? (1 year, 6 months)			
Rent due date.	Can I pay on time & what happens if I don't? Do I get receipts?			
Deposit requirements.	Do I have to pay it all at once? When do I get it back?			
Unit inspection with landlord.	Does the landlord have a walk-through checklist? Is it signed & do I receive a copy?			
Rules and regulations.	Are they reasonable & can you follow them? (overnight guests, smoking allowed, parties)			
Adequate Parking.	Where do I park? Is it designated, guaranteed?			
Amenities (sheds, pools, garage, etc).	Do I have access to them? Extra charge for any of them?			
Yard, mowing, trimming & snow removal.	Who is responsible? Do I need my own lawn mower?			
Landlords are stable.	Will unit (apartment/house) be for sale soon?			
Is it furnished?	Is furniture in good condition and free of stains & insects.			
Do appliances come with the apartment?	Are they clean and in working condition? Check inside of refrigerator & stove.			
Clarify who pays utilities.	Does each unit have a separate meter? Do I pay gas, electric, garbage, water & cable?			
Can you afford the utilities?	Check past bills with utility companies.			
Does the unit/complex meets my needs.	Check for Traffic, stores, bus stop, noise level, etc.			
My physical accessibility needs are met.	Stairs, bathroom, parking and facility extras are accessible.			
Accept non-support animals.	What size, breed and number of pets allowed. Is there a pet deposit?			
Overall appearance of unit/complex.	Is the building well maintained and in good condition?			
Neighborhood is safe.	Would I feel comfortable coming home late at night?			
Outside, hallway & interior lighting.	Are they located in the proper places and do they work? (Flood lights, safety lights)			
Condition of doors.	Solid exterior doors with deadbolt locks & in good working condition.			
Condition of the flooring.	Are they clean, maintained and in good condition? If not, why? Will they be replaced?			
Condition of the walls & ceilings.	Are they clean and maintained? Check for cracks, chips & lead paint.			
Condition of windows and screens.	Are they in good repair with storm windows? Do they open with ease and lock?			
Check plumbing.	Run all faucets, flush toilets, check for any drips and leaks.			
Check wiring.	Look for frayed & exposed wiring.			
Check outlets.	Are they conveniently located in working condition and meet your needs?			
Check heating and air conditioning	Is it working & do you have control of thermostat? Who makes repairs if needed?			
Location of fuse/breaker box	Do you have access & are you able to change fuses or flip the breakers?			
Outlets for appliances.	Are there plug-ins for stove , dryer, refrigerator, or AC?			
Look for signs of rodents, insects.	Check in cabinets, under furniture and basement for droppings or nests.			
Check for mold.	Check for sings of mold in cabinets, laundry area, & basements & damp, moldy odors.			
Trash containers.	Where are they located? When is pick-up & is the area clean?			

DISCLOSURE OF LEAD-BASED PAINT

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (*initial*)

(a) Presence of lead-based paint or lead-based paint hazards (check one below):

☐

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

☐

Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check one below)

☐

Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

☐

Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgement (*initial*)

☐

(c) Lessee has received copies of all information listed above

☐

(d) Lessee has received the pamphlet "Protect Your Family from Lead in Your Home."

Agent's Acknowledgement (*initial*)

☐

(e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Lessor

Date

Lessee

Date

Lessor

Date

Lessee

Date

Agent

Date

Agent

Date

RENTAL APPLICATION

Name:			
Current address:			
City:	State:	ZIP Code:	
Phone:	Cell-phone:		
Current Monthly Payment:	How long in this address?	Year(s)	Month(s)
Current Landlord's name:			
Landlord's phone:	Landlord's cell-phone:		
Current employer:			
Employer address:			
City:	State:	ZIP Code:	
Phone:	How long?	Year(s)	Month(s)
			Salary:
Name:			
Current address:			
City:	State:	ZIP Code:	Cell phone:
Relationship:			
Current employer:			
Employer Address:			
City:	State:	ZIP Code:	
Phone:	How Long?	Year(s)	Month(s)
			Salary:
Number of People Living In Unit With You:			
1. Source's Name:			
Amount:		How Often:	
2. Source's Name:			
Amount:		How Often:	
3. Source's Name:		Amount:	How Often:
Name	Address	Phone	
1.			
2.			
3.			
1.			
2.			
3.			
I authorize the verification of the information provided on this form.			

RESIDENTIAL LANDLORD - TENANT RENTAL AGREEMENT

SECTION 1.

The parties to this contract are _____, hereinafter called "Landlord" whose address is _____ and _____, hereinafter called "Tenant".
The name and address of the Owner or a person authorized to act on behalf of the Owner is:
_____.

SECTION 2.

(a) Landlord hereby lets the following property to tenant for the term of this agreement the dwelling unit located at: _____.

(b) Services shall be paid by the party indicated on the following chart:

	Landlord	Tenant		Landlord	Tenant
Electricity	_____	_____	Ventilation Filters	_____	_____
Gas	_____	_____	Lawn care	_____	_____
Water	_____	_____	Snow removal	_____	_____
Trash	_____	_____	_____	_____	_____
			(Other)		

Tenant agrees to make immediate application for those services for which he or she is responsible.

(c) With respect to the keeping of any animal by Tenant on the premises, the following conditions will apply:

SECTION 3.

(a) The term of this agreement shall run from month-to-month, beginning on _____.
(Date)

OR

The term of this agreement shall be for _____ beginning on _____.
(Specify period) (Date)

(b) Upon expiration of the above rental term, this agreement unless renewed shall continue on a month-to-month basis. Notice to terminate the renewal agreement shall be given in the same manner as set forth in Section 6 of this agreement.

SECTION 4.

(a) The monthly rent for the premises shall be \$_____, due and payable at _____.
(Location for payment)

The first rental payment is due on the _____ day of _____. Subsequent rental payments are due on the _____ day of each succeeding month.

(b) If rent is not received by the Landlord or his agent within 5 days of due date, a late charge of \$_____ will be assessed against the tenant and failure to pay the rent and the late charge within 10 days from due date shall be grounds for termination of the rental agreement.

(c) All notices shall be in writing. All notices shall be given to the other party as follows:

To the Tenant at: _____.

To the Landlord at: _____.

SECTION 5.

(a) Tenant shall pay Landlord, upon execution of this agreement, a security deposit of \$_____.

(b) Within 5 days of the initial date of occupancy or upon delivery of possession, the Landlord, or such Landlord's designated representative, and the Tenant shall jointly inventory the premises. A written record detailing the condition of the premises and any furnishings or appliances provided shall be completed. This document is attached to this rental agreement and is designated "Inspection and Inventory Record." Duplicate copies of the record shall be signed by the Landlord and the Tenant as an indication the inventory was completed. The Tenant shall be given a copy of the record.

(c) Upon termination of the rental agreement, the security deposit may be applied by the Landlord to the payment of accrued rent and/or damages, if any, which Landlord may have suffered by reason of Tenant's noncompliance with the Landlord-Tenant Act or the rental agreement. Landlord will itemize such losses and send the written itemization to the Tenant.

(d) The Landlord shall return the balance of the security deposit to the Tenant within 14 days after the determination of the amount of the losses, but in no event to exceed 30 days after termination of the tenancy, delivery of possession and demand by the Tenant. If the Tenant does not make such a demand within 30 days after termination of the tenancy, the Landlord shall mail the balance of the deposit to the Tenant's last known address.

SECTION 6.

(a) The Landlord shall have the right to enter the dwelling unit at reasonable hours, after reasonable notice to the Tenant in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors.

(b) The Landlord may enter the dwelling unit without consent of the Tenant in case of an extreme hazard involving the potential loss of life or severe property damage.

(c) The Landlord shall not abuse the right of access or use it to harass the Tenant.

SECTION 7.

(a) Tenant shall not assign this agreement or sublet the dwelling unit without the written consent of Landlord or his agent.

(b) The Tenant or Tenants entitled under this agreement to occupy this dwelling unit shall not allow any other tenant to occupy this dwelling unit without written approval from the Landlord.

(c) Tenant shall use the property only for residential purposes, except for incidental use in his trade or business, so long as such incidental use does not violate local zoning laws or affect Landlord's ability to obtain any policy of insurance.

(d) No substantial alteration, addition, improvement or redecoration shall be made by Tenant in or to the dwelling unit without the prior written consent of Landlord or his agent.

(e) Tenant agrees not to allow on his premises any excessive noise or other activity which disturbs the peace and enjoyment of other tenants in the building. Landlord agrees to prevent other tenants and other persons in the building or common areas from similarly disturbing Tenant's peace and enjoyment. Any tenant convicted of illegal drug activity on premises has committed a substantial breach of this lease and is subject to all penalties thereof.

(f) The tenant is required to notify the Landlord in writing of any anticipated extended absence from the premises in excess of 7 days, no later than the first day of the extended absence.

SECTION 8.

(a) If the dwelling unit or premises are damaged or destroyed by fire or casualty to an extent that the use and habitability of the dwelling unit is substantially impaired and such damage was not caused by the Tenant, the Tenant:

(1) May vacate the premises immediately and shall notify the Landlord in writing within 5 days thereafter of such Tenant's intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of vacating; or

(2) If continued occupancy is lawful, may vacate any part of the dwelling unit rendered unusable by the fire or casualty, in which case the Tenant's liability for rent is reduced in proportion to the decrease in of the fair rental value of the dwelling unit.

(b) If the rental agreement is terminated pursuant to this section, the Landlord shall return that portion of the security deposit recoverable by the Tenant. Accounting for rent in the event of either termination of the rental agreement or apportionment of rental shall occur as of the date of vacating.

SECTION 9.

(a) The Landlord or the Tenant shall have the right to terminate a week-to-week tenancy by giving written notice to the other at least 7 days prior to the termination date specified in the notice.

(b) The Landlord or the Tenant shall have the right to terminate a month-to-month tenancy by giving written notice to the other party at least 30 days prior to the periodic rental date specified in the notice, provided that not more than 15 days written notice by a Tenant shall be necessary to terminate any such tenancy where the Tenant is in the military service of the United States and termination of the tenancy is necessitated by military orders.

Any rental agreement for a definite term of more than 30 days shall not be construed as a month-to-month tenancy, even though the rent is payable at intervals of 30 days.

(c) Upon termination of this agreement, Tenant shall vacate the premises, remove all personal property belonging to him, and leave the premises in a condition as good as he originally took them, reasonable wear and tear expected, as evidence by the Inspection and Inventory Record.

SECTION 10.

LEAD-BASED PAINT DISCLOSURE:

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

SECTION 11.

This agreement constitutes the entire contents of the agreement between the parties. The attached Premises Inventory Record is for the orderly determination of the amount of money normally expended for the restoration of the property, furniture, and appliances, reasonable wear and tear expected.

LANDLORD _____

DATE _____

TENANT _____

DATE _____

TENANT _____

DATE _____

(SEE LANDLORD TENANT HANDBOOK 2012.PDF ON T DRIVE FOR ALL INCLUDED FORMS TO HANDBOOK)

24 HOUR ENTRY NOTICE-Landlord to Tenant

Date: _____ Time: _____ a.m / p.m.

Tenant (s): _____

Location: _____

You are given notice that my assigned representative or I will enter the premises on
_____ at _____ a.m. / p.m.

The following work and/or inspection will be done at the unit:

The following person/business to perform work at the unit is:

If the above date and time are not convenient, please call _____ to re-schedule.

Landlord

This notice was prepared in accordance with Kansas Law K.S.A. 58-2557

Landlord and Tenant:

1. Retain a copy of notice for your records.
2. Landlord may enter without consent of the tenant in case of an extreme hazard involving the potential loss of life or severe property damage.

3-DAY NOTICE NON-PAYMENT OF RENT-Landlord to Tenant

Date: _____

Tenant (s): _____

Location: _____

You have three (3) days to pay the past due amount of \$_____, which was due on _____.

If rent is not paid in full by _____, you are no longer able to remain on the property. If you fail to vacate the premises, action will be taken to remove you from the property. If you have any questions, contact landlord at _____.

Landlord

This notice was prepared in accordance with Kansas Law K.S.A 58-2564 (b)

Landlord and Tenant:

1. Retain copy of document for your files.
2. Notice must be served on the tenant or person over 12 residing at the premises or by posting on the property. If mailed, add two days from the date of mailing. The three-day notice period provided shall be computed as three (3) consecutive 24-hour periods.
3. If the tenant fails to pay or move, do not reduce services or lock out. Landlord must file in court.

14/30 DAY NOTICE -Landlord to Tenant
For Material Noncompliance

Date: _____

Tenant (s): _____

Location: _____

You have violated the rental agreement and your legal responsibilities as a tenant by:

If the above situation is resolved within fourteen (14) days, the notice is null and void. If the situation is not corrected within fourteen (14) days of receipt or posting of this notice, you will be asked to vacate the premises within 30 days. If you have any questions or would like to discuss this matter, contact landlord at _____.

Landlord

This notice was prepared in accordance with Kansas Law K.S.A.

58-2564 (a)

Landlord and Tenant:

1. Retain a copy of notice for your files.
2. If there is a material noncompliance by the tenant with the rental agreement or a noncompliance with K.S.A. 58-2555 (duties of tenants) landlord may deliver a 14/30 day notice.

30-DAY NOTICE-Landlord to Tenant

Date: _____

Tenant (s): _____

Location: _____

You have thirty (30) days to leave the premises. If you fail to vacate the premises by _____, action will be taken to remove you from the property. If you have any questions, please call landlord at _____.

Landlord

This notice was prepared in accordance with Kansas Law K.S.A 58-2570

Landlord and Tenant:

1. Retain copy of document for your files.
2. Landlord may terminate a month-to-month agreement by a written notice stating that the tenancy shall terminate upon a periodic rent-paying date no less than thirty (30) days after the receipt of the notice.
3. If the tenant fails to pay or move, do not reduce services or lock out. You must file in court.

TENANT NOTIFICATION TO LANDLORD

Maintenance, Absence from Property, Requests, etc.

DATE: _____

Tenant's Name: _____

Tenant's Address: _____

Landlord's Name: _____

Landlord's Address: _____

To the landlord you are hereby notified of:

Tenant

14/30 DAY NOTICE-Tenant to Landlord
For Material Noncompliance Affecting Health & Safety

Date: _____

Landlord (s): _____

Location of rental property:

You have violated the rental agreement and your legal responsibilities as a landlord by:

If the above situation is resolved within fourteen (14) days, the notice is null and void. If the situation is not corrected within fourteen (14) days of receipt or posting of this notice, I (we) will vacate the premises within 30 days. If you have any questions or would like to discuss this matter, contact me at _____.

Tenant

This notice was prepared in accordance with Kansas Law K.S.A.

58-2559

Landlord and Tenant:

1. Retain a copy of notice for your files.

2. If there is a material noncompliance by the landlord with the rental agreement or a noncompliance with K.S.A. 58-2553 (duties of landlord) materially affecting health and safety, tenant may deliver a 14/30-day notice.

30-DAY NOTICE-Tenant to landlord

Date: _____

To: _____

Landlord's Name

Tenant (s): _____

Location: _____

As your tenant, this represents a 30-Day notice that I will be vacating the premises on _____ . If you have any questions, please call me at _____ .

Tenant

This notice was prepared in accordance with Kansas Law K.S.A 58-2570

Tenant and Landlord:

1. Retain copy of document for your files.
2. Tenant may terminate a month-to-month agreement by a written notice stating that the tenancy shall terminate upon a periodic rent-paying date no less than thirty (30) days after the receipt of the notice.

60-DAY NOTICE Kansas Mobile Home Park -Tenant to Landlord

Date: _____

To: _____

Landlord's Name

Tenant (s): _____

Location: _____

As your tenant, this represents a 60-Day notice that I will be vacating the premises on _____ . If you have any questions, please call me at _____ .

Tenant

This notice was prepared in accordance with Kansas Law K.S.A 58-25, 100-105(d)

Landlord and Tenant:

1. Retain copy of document for your files.

2. Tenant may terminate a month-to-month agreement by a written notice stating that the tenancy shall terminate upon a periodic rent-paying date no less than sixty (60) days after the receipt of the notice.

60-DAY NOTICE Kansas Mobile Home Park-Landlord to Tenant

Date: _____

Tenant (s): _____

Location: _____

You have sixty (60) days to leave the premises. If you fail to vacate the premises by _____, action will be taken to remove you from the property. If you have any questions, please call landlord at _____.

Landlord

This notice was prepared in accordance with Kansas Law K.S.A 58-25,105(d)

Landlord and Tenant:

1. Retain copy of document for your files.
2. Except as provided in the written rental agreement, month-to-month tenancies shall be cancelled by at least 60 days' written notice given by either party.